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MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF THE ARMY
AND THE
AMERICAN BATTLE MONUMENTS COMMISSION

1. Purpose.

This Memorandum of Agreement outlines a framework for technical assistance to be provided by the Department of the Army to the American Battle Monuments Commission for design and construction of a memorial on Federal land in the District of Columbia to honor members of the United States Armed Forces who served in the Korean conflict.

2. Authority.

a) Construction of the Korean War Memorial is provided for in Public Law 99-572. Public Law 99-572 further specifies that the memorial shall be established in accordance with provisions of Public Law 99-652.

b) The Department of the Army is authorized to enter into reimbursable technical assistance agreements with other agencies and instrumentalities of the United States generally under 10 USC 3036(d) and with the American Battle Monuments Commission specifically under 36 USC 121.

3. Policy.

To the extent agreed by the Department of the Army, technical assistance will be provided as requested by the American Battle Monuments Commission. Nothing in this Memorandum of Agreement shall require the American Battle Monuments Commission to use the services of the Department of the Army nor to require the Department of the Army to accept the assignments of the American Battle Monuments Commission. However, both the American Battle Monuments Commission and the Department of the Army expect implementation of this Memorandum of Agreement to result in design and construction services to be furnished by the Department of the Army to the American Battle Monuments Commission subject to existing program and manpower constraints. Individual work requests and funding arrangements will be set forth in separate agreements executed by the American Battle Monuments Commission and the Department of the Army.

4. Scope of Technical Services.

a) Technical assistance shall be comprised of engineering, construction management, or other professional services within Department of the Army capabilities. The primary objective is to assist the American Battle Monuments Commission in the design and construction of a Korean War Memorial consistent with the provisions of Public Laws 99-572 and 99-652.

- 1) Engineering services include all engineering services required for construction of the memorial, the preparation of necessary construction documents, and performance of necessary design analyses.
- 2) Construction management services include all project management services required in connection with design and construction of the memorial, to include award and administration of necessary contracts, inspection of work, and quality assurance.
- 3) Such services may be provided directly by the Department of the Army, through the U. S. Army Corps of Engineers in-house forces, or by contract.

b) Final products shall be consistent with the scope of work developed for each request. Products will reflect standards consistent with Department of the Army standards, regulations and policies, unless otherwise defined.

5. Project Management.

a) The American Battle Monuments Commission will pursue the objective of creating the memorial, on Federal land in the District of Columbia.

b) The American Battle Monuments Commission will appoint a representative to perform liaison between the American Battle Monuments Commission and the Department of the Army with respect to design and the construction of the memorial.

c) The Department of the Army will appoint a representative in the Headquarters, U. S. Army Corps of Engineers to interact with the American Battle Monuments Commission on Washington issues through the monument competition and approval process. A Life Cycle Project

Manager will be assigned to the project to define the project in terms of scope, cost, and schedules. The Life Cycle Project Manager will assure the project execution conforms to the agreed upon definition and be the primary interface with the American Battle Monuments Commission in project execution.

d) The American Battle Monuments Commission will identify its needs for Department of the Army services and will define the specific services to be accomplished.

e) The Department of the Army will propose an organization to be dedicated to the support of this project and will develop an estimate of direct and indirect costs for the organization, which will be submitted to the American Battle Monuments Commission.

f) Staffing resource requirements associated with the project will be evaluated and updated periodically by the Department of the Army through the U. S. Army Corps of Engineers to determine what changes, if any, may be necessary to assure timely performance of the project. The staffing required to support design and construction of the project will be provided within authorized staffing ceilings of the U. S. Army Corps of Engineers.

g) The American Battle Monuments Commission will make periodic management or staff visits to provide review and guidance for activities being performed under this Memorandum of Agreement.

h) The Automated Military Progress Reporting System (AMPRS) shall be used to provide management data. The Department of the Army will provide such financial reports and reports on the status of the project as are required by the American Battle Monuments Commission. Financial reports shall include submitting monthly reports on Budget Execution, Standard Form 133.

6. Project Administration and Accomplishment.

a) The responsibilities and duties of the American Battle Monuments Commission and the Department of the Army Corps of Engineers with respect to award of contracts and accomplishment of project design and construction are more particularly described in Annex A of this agreement. Annex A is by this reference made a part of this Memorandum of Agreement.

b) Acquisitions covered by the Federal Acquisition Regulation shall be performed in accordance with the Federal Acquisition Regulation as implemented by the Department of Defense Supplement to the Federal Acquisition Regulation and policies and procedures of U. S. Army Corps of Engineers which implement these regulations. Appeals and claims on contracts awarded by the U. S. Army Corps of Engineers will be resolved through use of the U. S. Army Corps of Engineers Board of Contract Appeals.

7. Funding.

All costs associated with implementation of this Memorandum of Agreement will be reimbursed by the American Battle Monuments Commission. The American Battle Monuments Commission will provide the Department of the Army through the U. S. Army Corps of Engineers with a DD Form 448, Military Interdepartmental Purchase Request, prior to the initiation of any work covered by this Memorandum of Agreement. The U. S. Army Corps of Engineers will provide the American Battle Monuments Commission with a monthly billing on a SF 1080. The accounting system and regulations of the U. S. Army Corps of Engineers will be used for the purposes of accounting and allocating costs.

8. Public Information and Coordination.

a) The American Battle Monuments Commission retains responsibility for congressional liaison and any and all public announcements. The American Battle Monuments Commission shall coordinate with the U. S. Army Corps of Engineers to assure full Department of the Army support on contractual and technical issues prior to making public announcements pertaining to contractual matters.

b) The U. S. Army Corps of Engineers will make public announcements related to the solicitation and award of contracts.

c) The U. S. Army Corps of Engineers shall assist the American Battle Monuments Commission in responding to congressional inquiries related to Department of the Army activities by preparing and furnishing to the American Battle Monuments Commission draft responses for review and final disposition.

9. Amendment and Termination.

a) This Memorandum of Agreement may be modified or amended by written agreement between the American Battle Monuments Commission and the Department of the Army.

b) This Memorandum of Agreement may be terminated by either the Department of the Army or the American Battle Monuments Commission by providing thirty days written notice. In the event of termination by the American Battle Monuments Commission, the American Battle Monuments Commission shall be responsible for the costs incurred by the Department of the Army related to this Memorandum of Agreement up to the effective date of termination, and for the costs of closing out or transferring any on going contracts. The Department of the Army shall retain contract responsibilities for contracts awarded by the Department of the Army until such contracts have been financially closed out.

10. Effective Date.

This MOA shall become effective upon execution by the American Battle Monuments Commission and the Department of the Army.

THE AMERICAN BATTLE MONUMENTS
COMMISSION

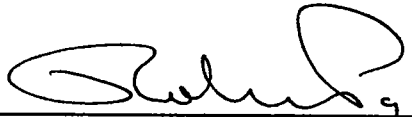
/s/ 

NAME: A. J. ADAMS
Major General, USA

TITLE: Secretary, American Battle
Monuments Commission

DATE: 10 January 1989

DEPARTMENT OF THE ARMY

/s/ 

NAME: Robert W. Page

Assistant Secretary of the
TITLE: Army (Civil Works)

DATE: 12-24-88

ANNEX A

**MEMORANDUM OF AGREEMENT
BETWEEN THE
AMERICAN BATTLE MONUMENTS COMMISSION**

AND

DEPARTMENT OF THE ARMY

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ANNEX A

1. GENERAL

1.01 Purpose

This Procedural Management Plan is supplementary to the Memorandum of Agreement (MOA) executed by and between the American Battle Monuments Commission (ABMC) and the Department of the Army. The purpose of this Procedural Management Plan is to outline the responsibilities and duties of ABMC and the DA through U.S. Army Corps of Engineers (USACE) in providing design and construction management related assistance for the proposed Korean War Veterans Memorial (Memorial).

1.02 Key Participants

The client: ABMC

The agent: USACE

2. PROJECT IMPLEMENTATION

2.01 Commencement

USACE will commence its services as soon as ABMC has secured an approved site.

2.02 Public Announcement

USACE will, using a broad scope of intent furnished by ABMC, publish a public announcement in the Commerce Business Daily (CBD) of a competition to be held to select a design for the Memorial. Simultaneous announcements to be made in other media such as newspapers and professional magazines will be accomplished by USACE and coordinated with ABMC. The announcements will require that interested parties write USACE to receive a description of the competition, competition rules, registration forms, and a design program.

2.03 Competition Description, Rules, and Program

ABMC will, in conjunction with USACE, develop the competition announcement, description, rules and program, as well as photographs, site plan and site information and the ABMC will provide USACE with the copies required for mailing to the registered competitors.

2.04 Cataloging Competitor Information

USACE will develop a cataloging system and computer program to log and number competitor registration forms and fees. An accounting system will be created to receive and record registration fees which will be turned over to the ABMC at the end of the registration period.

2.05 Receipt, Storage and Disposition of Design Submittals

USACE will, in accordance with the competition announcement and rules, screen and identify all design submittals for compliance with submittal requirements. All submittals will be cataloged and stored. After the competition closing date, all submittals will be turned over to the ABMC for judging including submittals not meeting the requirements of the competition rules.

2.06 Communication

USACE will receive all questions from proposed competitors. Questions will be turned over to ABMC who will develop a compilation of questions and answers as soon as possible after the closing date for receipt of questions. USACE will mail the compilation to all the competitors.

2.07 Constructability/Maintainability Review

ABMC will submit the three best rated designs to USACE for a constructability and maintainability review, before the announcement of winners.

2.08 Program Management

ABMC will obtain the necessary commissions approval of the project. Based on the approved competition design, USACE will prepare a baseline cost and schedule for project execution with ABMC.

2.09 Selection-Award of A/E design contract

USACE will, upon request of ABMC, solicit A/E services through a CBD announcement for the development of design documents for the memorial. USACE will procure these services using procedures outlined in P.L. 92-582, "Selection of A/E."

USACE will award a contract to the A/E firm(s) chosen by the selection board(s) to which ABMC will appoint one member. The A/E contract will be for the development of the approved design to the 35% concept stage with an option to develop the design into final design documents ready for construction contract advertising.

The A/E contract(s) will be managed by USACE. The A/E services to be rendered are comparable to the period of an MCA project, sketch design through 100% phase, or final design.

2.10 Design Submittal Procedures

USACE will monitor the A-E performance to ensure that the final design adheres to the amount authorized for the approved Design by the ABMC.

Interim submittal and review procedures of the design will be defined by the ABMC prior to the design contract award.

2.11 Review Procedures and Coordination

Final review of design documents and coordination required to obtain a construction permit for this Memorial will be accomplished by the ABMC in accordance with P.L. 99-652.

2.12 Advertisement of Construction Contract

Following final approval of the design documents including the cost estimate by the ABMC and receipt of the corrected final documents from the A/E, USACE will analyze anticipated bidder response to the CBD and Pre-Solicitation Notice.

USACE will conduct all activities related to advertising or negotiating the construction contract, opening bids or proposals, conducting pre-award surveys, and requesting construction funds from ABMC. The ABMC will furnish the construction permit and notify Congress as necessary.

USACE will execute the Construction Contract Award if and when instructed by the ABMC.

2.13 Title II Services

If so directed, USACE will execute the Title II contract option with the design A/E as recommended by USACE Management.

2.14 Construction Management

USACE will manage the construction contracting in accordance with its policies.

3. RESOURCE REQUIREMENTS

These are addressed in referenced MOA, para 2.c.

Non-appropriated and appropriated funds may be used to fund costs of the design, construction and administration by USACE, as authorized in 36 U.S.C. 128.

4. SCHEDULES

Procedures for schedule development and approvals are to be jointly developed by ABMC and USACE.

Procedures for reporting and providing project status information will be provided by USACE using existing standard methods.



DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY
WASHINGTON, D.C. 20310-0103

124 DEC 1988

MEMORANDUM FOR THE DIRECTOR OF CIVIL WORKS

SUBJECT: Memorandum of Agreement Between the Department of the Army and the American Battle Monuments Commission with Respect to Construction of the Korean War Memorial

Your proposal to enter into an agreement with the American Battle Monuments Commission for the provision of reimbursable technical services in connection with design and construction of the Korean War Memorial is hereby approved. In accordance with your request, we coordinated the proposed Memorandum of Agreement with the Army General Counsel's Office and that office prepared a revised draft agreement. I have signed two copies of the Memorandum of Agreement and attached them for you to forward to the American Battle Monuments Commission for signature. As part of the project management, this agreement embodies the Life Cycle Project Management concept and arranges for a project manager to act as primary point of contact between Department of the Army and the American Battle Monuments Commission in project execution.

A handwritten signature in black ink, appearing to read "Robert W. Page", is positioned above the typed name.

Robert W. Page
Assistant Secretary of the Army
(Civil Works)

Attachment